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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/925,938	08/09/2001	Ron McCabe	1735.2.3A	4930
7590 03/03/2006				
Ron McCabe /Minalink corporation		EXAMINER		
28 SW 1st Aven, Ste. 410		KOPPIKAR, VIVEK D		
Portland, OR 97204				
		ART UNIT	PAPER NUMBER	
		3626		

DATE MAILED: 03/03/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/925,938

Applicant(s)

MCCABE, RON

Examiner

Vivek D. Koppikar

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 8/9/01.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-37 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-37 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 8/9/01 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 9/24/01&2/19/02
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____

DETAILED ACTION

Status of the Application

1. Claims 1-37 have been examined in this application. The Information Disclosure Statement (IDS) statements filed on September 24, 2001 and February 19, 2002 have also been acknowledged.

Claim Rejections - 35 USC § 102

2. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

3. Claims 1-13 and 24-29 are rejected under 35 U.S.C. 102(b) as being anticipated by US 5,771,354 to Crawford.

(A) As per claim 1, Crawford teaches a method for employing a technical protection service pursuant to the issuance or maintenance of a data/presence insurance policy by another, the method to be performed by an entity desiring coverage by the policy (Crawford: Abstract), the method comprising the steps of the entity contracting for the employment of a technical protection service (Crawford: Col. 14, Ln. 40-44), the contracting step memorialized in an agreement whose named parties or intended beneficiaries include an insurer and the insured entity; and the insured entity employing the technical protection service pursuant to the agreement (Crawford: Col. 15, Ln. 2-5).

(B) As per claim 2, in Crawford the contracting step memorializes an agreement whose named parties or intended beneficiaries include a technical services provider, the insurer, and the

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insured entity, wherein the insured entity employs the technical protection service provided by the technical services provider under the agreement, and wherein the technical services provider reports to the insurer on the status of the technical protection service (Crawford: Col. 14, Ln. 40-Col. 15, Ln. 15). (Note: In Crawford the technical services provider is the same as the insurer—Col. 14, Ln. 15-44).

(C) As per claim 3, in Crawford the employing step employs a data mirroring service as the technical protection service (Crawford: Col. 14, Ln. 45-61).

(D) As per claim 4, in Crawford the employing step employs a virus detection service as the technical protection service (Crawford: Col. 14, Ln. 45-61).

(E) As per claim 5, in Crawford the employing step employs a virus detection service as the technical protection service, and the method further comprises employing the technical protection service of keeping a snapshot which can be used for rollback and data recovery if a virus is detected (Crawford: Col. 14, Ln. 45-61).

(F) As per claim 6, in Crawford the contracting step memorializes data insurance in the agreement (Crawford: Col. 2, Ln. 5-21 and Col. 14, Ln. 62-Col. 15, Ln. 5).

(G) As per claim 7, in Crawford the contracting step memorializes presence insurance in the agreement (Crawford: Col. 2, Ln. 5-21 and Col. 14, Ln. 62-Col. 15, Ln. 5).

(H) As per claim 8, Crawford teaches a method for providing technical protection services pursuant to the issuance or maintenance of a data/presence insurance policy by another, the method to be performed by a technical services provider, the method comprising the steps of (Crawford: Abstract): the technical services provider contracting to provide an entity with a technical protection service (Crawford: Col. 14, Ln. 40-Col. 15, Ln. 15), the contracting step

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memorialized in an agreement whose named parties or intended beneficiaries include the technical services provider, an insurer, and the insured entity; and the technical services provider providing the insured entity with the technical protection service pursuant to the agreement (Crawford: Col. 14, Ln. 40-Col. 15, Ln. 15). (Note: In Crawford the technical services provider is the same as the insurer—Col. 14, Ln. 15-44).

(I) As per claim 9, in Crawford the providing step provides a data mirroring service as the technical protection service (Crawford: Col. 14, Ln. 45-61).

(J) As per claim 10, in Crawford the providing step provides a virus detection service as the technical protection service (Crawford: Col. 14, Ln. 45-61).

(K) As per claim 11, in Crawford the providing step provides a virus detection service as the technical protection service, and the method further comprises providing the technical protection service of keeping a snapshot which can be used for rollback and data recovery if a virus is detected (Crawford: Col. 14, Ln. 45-61).

(L) As per claim 12, in Crawford wherein the contracting step memorializes data insurance in the agreement.

(M) As per claim 13, in Crawford the contracting step memorializes presence insurance in the agreement (Crawford: Col. 2, Ln. 5-21 and Col. 14, Ln. 62-Col. 15, Ln. 5).

(N) As per claim 24, Crawford teaches a system comprising a storage medium configured with insured data belonging to an insured entity (Crawford: Col. 14, Ln. 40-Col. 15, Ln. 5) and a technical services means for supporting the provision to the insured entity of technical data protection services pursuant to an agreement whose named parties or intended beneficiaries include a technical services provider, an insurer, and the insured entity (Crawford: Col. 14, Ln.

40-44 and Col. 15, Ln. 2-5).

(O) As per claim 25, in Crawford the technical services means comprises remote mirroring tools (Crawford: Col. 14, Ln. 45-51).

(P) As per claim 26, in Crawford the technical services means comprises anti-virus software (Crawford: Col. 14, Ln. 40-44).

(Q) As per claim 27, in Crawford the signal comprising an agreement whose named parties or intended beneficiaries include an insurer and an insured entity, and whose terms require the use of a technical data protection service to protect data of the insured entity (Col. 14, Ln. 40-Col. 15, Ln. 5).

(R) As per claim 28, in Crawford the named parties or intended beneficiaries further include a technical services provider, and the terms require the technical services provider to provide the technical data protection service to the insured entity (Col. 14, Ln. 40-Col. 15, Ln. 5).

(S) As per claim 29, in Crawford a configured storage medium embodying data and instructions readable by a computer system to perform a method for providing an insured entity with technical data protection services (Crawford: Col. 12, Ln. 53-58), the services to be provided pursuant to an agreement whose named parties or intended beneficiaries include a technical services provider, an insurer, and the insured entity, and whose terms require the technical services provider to provide the insured entity with the services, the method comprising the steps of providing the insured entity with the technical data protection services pursuant to the agreement, and providing the insurer electronically with a report on the status of such provision of services (Crawford: Figure 6B, Col. 25, Ln. 18-23; Col. 14, Ln. 40-Col. 15, Ln. 5).
(Note: In Crawford the technical services provider is the same as the insurer—Col. 14, Ln. 15-

44).

Claim Rejections - 35 USC § 103

4. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claims 14-23 and 30-37 are rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford in view of US Patent Number 6,615,181 to Segal.

(A) As per claim 14, Crawford teaches a method for providing data/presence insurance coverage to an entity in view of a technical protection service to be employed by or provided to the entity, the method to be performed by an insurer (Crawford: Abstract), the method comprising the step of:

contracting with the insured entity for the data/presence insurance coverage in view of the technical protection service, the contracting step memorialized in an agreement whose named parties or intended beneficiaries include the insurer and the insured entity (Crawford: Col. 14, Ln. 40-Col. 15, Ln. 5).

Crawford does not teach the step of calculating a premium for the data/presence insurance coverage, the premium calculation depending on an expected result of the technical service protection; however this feature is well known in the art as evidenced by Segal (Col. 8, Ln. 44-62). At the time of the invention, it would have been obvious for one of ordinary skill in the art to have incorporated the aforementioned feature from Segal into the system of Crawford with the motivation of having a more efficient and accurate means of financing the backup

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system and predicting the actual amount of usage by the insured entity so that the Internet online backup system could remain financially viable (motivation for all insurance premium calculations) and also provide a means for determining a suitable premium structure as recited in Segal (Col. 3, Ln. 2-8).

(B) As per claim 15, in the combined method of Crawford in view of Segal the contracting step memorializes an agreement whose named parties or intended beneficiaries include a technical services provider, the insurer, and the insured entity, and wherein the technical services provider provides the technical protection service to the insured entity under the agreement (Crawford: Col. 15, Ln. 2-5).

(C) As per claim 16, in the combined method of Crawford in view of Segal the technical services provider reports to the insurer on the status of the technical protection service (Crawford: Figure 6B, Col. 25, Ln. 18-23).

(D) As per claim 17, in the combined method of Crawford in view of Segal the calculating step depends on the expected result of a data mirroring service as the technical protection service (Crawford: Col. 14, Ln. 45-61).

(E) As per claims 18-21, the combined method of Crawford in view of Segal does not teach that the (premium) calculating step depends on the following factors: the expected result of a geographic spread accomplished by the technical protection service, the data recover time resulting from the technical protection service, the expected result of multiple recovery methods provided by the technical protection service and the expected result of the virus detection provided by the technical protection service; however, the examiner takes Official Notice with respect to these factor in calculating insurance premiums. At the time of the invention, it would

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have been obvious for one skilled in the art to have included these factors in calculating insurance premiums with the motivation of being able to better estimate future claims.

(F) As per claim 22, in the combined method of Crawford in view of Segal the contracting step memorializes data insurance in the agreement (Crawford: Col. 15, Ln. 2-5).

(G) As per claim 23, in the combined method of Crawford in view of Segal the contracting step memorializes presence insurance in the agreement (Crawford: Col. 2, Ln. 2-5).

(H) As per claim 30, Crawford teaches a method for providing data insurance based on data mirroring services (Crawford: Abstract and Col. 14, Ln. 45-61), comprising the step of:

the insurer contracting to provide insurance under the policy to an insured entity subject to the use of technical data protection services, the contracting step memorialized in an agreement whose named parties or intended beneficiaries include the insurer, a technical services provider, and the insured entity (Col. 15, Ln. 2-5).

(Note: In Crawford the technical services provider is the same as the insurer—Col. 14, Ln. 15-44).

Crawford does not teach the step of calculating an insurance premium for a data insurance policy, however, this feature is well known in the art however this feature is well known in the art as evidenced by Segal (Col. 8, Ln. 44-62). At the time of the invention, it would have been obvious for one of ordinary skill in the art to have incorporated the aforementioned feature from Segal into the system of Crawford with the motivation of having a more efficient and accurate means of financing the backup system and predicting the actual amount of usage by the insured entity so that the Internet online backup system could remain

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financially viable (motivation for all insurance premium calculations) and also provide a means for determining a suitable premium structure as recited in Segal (Col. 3, Ln. 2-8).

(I) As per claims 33-36, the combined method of Crawford in view of Segal does not teach that the (premium) calculating step depends on the following factors: the expected result of a geographic spread accomplished by the technical protection service, the data recover time resulting from the technical protection service, the expected result of multiple recovery methods provided by the technical protection service and the expected result of the virus detection provided by the technical protection service; however, the examiner takes Official Notice with respect to these factor in calculating insurance premiums. At the time of the invention, it would have been obvious for one skilled in the art to have included these factors in calculating insurance premiums with the motivation of being able to better estimate future claims.

(J) As per claim 37, the combined method of Crawford in view of Segal does not teach that the agreement is a right of the insurer to inspect and approve data recovery facilities at a location operated by the insured entity, however the examiner takes Official Notice that this feature is well-known in the art. At the time of the invention, it would have been obvious for one skilled in the art to have included in the insurance agreement a right of the insurer to inspect and approve data recovery facilities at a location operated by the insured entity with the motivation of having a means to more accurately predict insurance claims.

6. Claims 31-32 are rejected under 35 U.S.C. 103(a) as being unpatentable over Crawford in view of Segal, as applied to Claim 30 above, and in further view of US Patent Number 5,970,464 to Apte.

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(A) As per claims 31-32, the combined method of Crawford in view of Segal does not teach that the (premium) calculating step uses a pure premium or loss ratio method of rate calculation; however, these features are well known in the art as evidenced by Apte (Col. 9, Ln. 29-36). At the time of the invention, it would have been obvious to one of ordinary skill in the art to have included a pure premium or a loss ratio rate calculation method, as taught in Apte, in the combined method of Crawford in view of Segal with the motivation of providing user with a “what-if” style scenario analysis for their property and casualty products, as recited in Apte (Col. 9, Ln. 37-39).

Conclusion

7. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

“British Insurance Company Offers Virus Insurance 05/13/93” and

“Viruses and Forged Faxes Now Get Insurance Protection.”

8. Any inquire concerning this communication or earlier communications from the examiner should be directed to Vivek Koppikar, whose telephone number is (571) 272-5109. The examiner can normally be reached from Monday to Friday between 8 AM and 4:30 PM.

If any attempt to reach the examiner by telephone is unsuccessful, the examiner's supervisor, Joseph Thomas, can be reached at (571) 272-6776. The fax telephone number for this group is (703) 305-7687 (for official communications including After Final communications labeled “Box AF”).

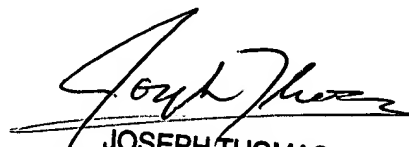
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9. Another resource that is available to applicants is the Patent Application Information Retrieval (PAIR). Information regarding the status of an application can be obtained from the (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAX. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, please feel free to contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Sincerely,


Vivek Koppikar

11/21/2005


JOSEPH THOMAS
SUPERVISORY PATENT EXAMINER